



361A Old Finch Ave.  
Toronto, ON M1B 5K7  
www.torontozoo.com

Tel: 416-392-5900  
Fax: 416-392-5934

**Chair**  
Councillor Paul Ainslie

**Chief Executive Officer**  
John Tracogna

**Chief Operating Officer**  
Robin D. Hale

2017-02-01

**REQUEST FOR PROPOSAL  
ADVERTISING AGENCY PARTNER FOR  
2017 ANNUAL CAMPAIGN  
RFP #37 (2016-12)  
ADDENDUM #3**

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This addendum shall be incorporated into, and form part of RFP37 (2016-12) and take precedence over all requirements of the previously issued bid documents including plans. This addendum must be signed by the bidder (signing officer) in the appropriate space and must be attached to the Form for submission by the bidder. This Addendum consists of two (2) pages.

**1. Clause 3.5a) Conflict of Interest Guidelines**

**Delete**

The agency, if selected, must submit an agreement to not represent and/or terminate all conflict of interest accounts. This may include, but not be limited to, Greater Toronto Area attractions and wildlife activist organizations. The Toronto Zoo is to be advised of all new business solicitations by the agency that could be perceived to constitute a conflict of interest. With regards to the matter of branch or subsidiary offices of an agency, it should be clear that all such offices are considered as part of the total corporate entity of the agency.

**Replace with**

The agency, if selected as the preferred proponent, warrants that it will disclose any of its accounts that relate to animal oriented attractions in Ontario or any wildlife activist organizations worldwide. The Toronto Zoo reserves the right to require that the successful proponent will not represent and/or will terminate any such accounts. The Toronto Zoo is to be advised of all new business solicitations for the agency that could be perceived to constitute a conflict of interest during the performance of the services of this agreement and the potential conflict will be reviewed and may be waived only at the sole discretion of the Toronto Zoo. With regard to the matter of branch or subsidiary offices of an agency, it should be clear that all such offices may be considered as part of the total corporate entity of the agency, at the discretion of the Zoo.

**2. Clause 3.5b) Copyright and Reproduction Rights**

**Add the following paragraph**

In the event the services performed by the Successful Proponent are on a *pro bono* basis, the Successful Proponent may use any of the materials generated during the term for other clients, provided the materials are not used by the Zoo. In this case, the Zoo must receive notice of the intended use in writing prior to such use. The intended use will not be associated with the Toronto Zoo in any way.

**3. Clause 3.5e) Contract term**

**Delete**

The Toronto Zoo seeks to contract with the successful Proponent effective 2017-02-01 and continuing through for a period of twelve (12) months to 2017-12-31. The Toronto Zoo will have the option to renew for two (2) additional years on a yearly basis through to 2018-12-31 and 2019-12-31, under the same terms and conditions and at the sole discretion of the Toronto Zoo by providing notice within 30 days of the end of the previous contract term.

**Replace with**

The Toronto Zoo seeks to contract with the successful Proponent effective 2017-03-01 and continuing through for the period ending 2018-09-30. The Toronto Zoo will have the option to renew for two (2) additional years on a yearly basis through to 2019-09-30 and 2020-09-30 respectively, under the same terms and conditions and at the sole discretion of the Toronto Zoo by providing notice within six (60) days of the end of the previous contract term.

**4. Closing date**

**Closing date extension: Tuesday 2017-02-07, 1200 hours (local time)**

Receipt of the Addendum shall be acknowledged as part of your submission.

The Board of Management of the Toronto Zoo reserves the right to reject any or all Quotations or to accept any quotation, should it deem such action to be in its interests.

If you have any queries regarding this matter, please contact Mr. Peter Vasilopoulos, Supervisor, Purchasing & Supply, at 416-392-5916.

Yours truly,

Peter Vasilopoulos  
Supervisor, Purchasing & Supply

I/we hereby acknowledge receipt of this addendum and make allowance in my bid.

Signed (Must be Signing Officer of Firm)

Name of Firm

Date:

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**END OF ADDENDUM 3**